

## Terms Of Trade - Suppliers



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Below are the terms of trade for providing Goods and Services to Bowhill Engineering. By accepting an Official Purchase Order, your business is agreeing to the conditions below.

#### Provision of Goods and Services

1. The supplier agrees to provide the Goods and/or Services as per the requirements outlined in the Purchase Order.
2. The supplier agrees to comply with all Australian Government Legislation, Acts, Code, Policies or Guidelines relating to Consumer rights, Guarantees, Quality and safety of product and Business practices. Including but not limited to the clauses in the Competition and Consumer Act 2010
3. The supplier **agrees to supply the Goods and/or perform the services** within a reasonable time either **within 30 day EOM**, or as outlined in the purchase order or mutually agreed in writing. Bowhill Engineering has the right to cancel an order should the supplier fail to provide the Goods or Service within these times.
4. The supplier must provide a **Correctly Rendered Tax Invoice** as per the Taxation Administration Act 1953 and Goods and Services Tax Act 1999 featuring the Purchase Order reference number **within 30 days EOM of the goods or services being received**.
5. Unless otherwise agreed, Bowhill Engineering reserves the right to take 30 days EOM from the date of the invoice to pay an undisputed outstanding account.
6. Our payment terms are **30 days EOM** with payment being made on 5<sup>th</sup> of the month following invoice date.
7. Ownership of Goods does not transfer to the Bowhill Engineering until the invoice is paid in full.
8. The total on the supplier invoice cannot exceed the total on the Bowhill Engineering Purchase Order and or quote provided by the supplier, unless previously agreed

#### INSURANCE, LIABILITY, INDEMNITY AND LICENSING

1. The supplier affirms that it will hold and maintain for the provision of the Goods and/or Service that it will hold the following insurances:
  - a. Workers Compensation Insurance
  - b. Public Liability Insurance minimum \$20 million
  - c. Any other insurance specified in the Purchase Order or Contract
2. The supplier must, upon request, provide 'Certificates of Currency' for the aforementioned insurances
3. The supplier indemnifies Bowhill Engineering and its staff from any claim, loss or expense which may be brought against the company in connection with:
  - a. Negligent or Unlawful Acts by the Supplier
  - b. Contravention of any legislative requirements by the supplier
4. The supplier will not hold Bowhill Engineering liable for any loss of profit, revenue, good will or business opportunities, damage to reputation and or any indirect or consequential loss as a result of providing Goods and/or services to Bowhill Engineering
5. The supplier or its employees must hold current Licenses, Permits, Permissions and/or authorities necessary for the provision of the Goods and/or Services
6. The supplier must, upon request, provide evidence of these compliances.
7. The supplier must comply to our [Supplier Code of Conduct](#) – available on our website.

#### SITE ACCESS

1. The supplier must ensure that its employees and sub-contractors, when entering Bowhill Engineering sign a Contractor Induction form and obey by the policies and procedures set out in said document.

